



May 17, 2008

Major Wink Downen
Shelby County Sheriff's Office
201 Poplar Avenue, Room 902
Memphis, TN 38103

RE: Extension to Maintenance and Support Agreement SA 001631-000
Product: PremierCAD and Geofile

Dear Major Downen:

By means of this letter, Printrak, A Motorola Company hereby extends Shelby County Sheriff's Office maintenance and support agreement as referenced above. Enclosed are two (2) copies of the updated Exhibit A Description of Covered Products, Exhibit B-1 Support Plan, Exhibit B-2 Geofile SOW, Exhibit C Support Plan Options and Pricing Worksheet and Exhibit D Billable Rates for the period July 1, 2008 through June 30, 2009. Pursuant to Section 3.2 of the original agreement as referenced above, all terms and conditions shall remain in full force and effect.

Please indicate acceptance of this extension by signing the acceptance block below and **return one copy to my attention at Printrak, A Motorola Company at 1250 North Tustin Avenue, Anaheim, California 92807 or fax it to my attention at 714-237-0050 on or before July 1, 2008**. Failure to return this fully executed letter on or before July 1, 2008 will result in a lapse in maintenance, which will be subject to a 10% recertification and reimplementation fee.

If you have any questions or need further clarification, please contact me directly at 714-238-2057 or e-mail tanyamansell@motorola.com.

Sincerely,

Tanya Mansell

Tanya Mansell
Sr. Contracts Specialist
Motorola, Inc

Accepted by:

PRINTRAK, A MOTOROLA COMPANY

Signed by: _____

Printed Name: Leo Heffernan

Title: Director, Support Operations

Date: _____

SHELBY COUNTY SHERIFF'S OFFICE

Signed by: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit A
DESCRIPTION OF COVERED PRODUCTS

MAINTENANCE AND SUPPORT AGREEMENT NO. 001631-000

CUSTOMER: Shelby County Sheriff's Office

The following table lists the Products under maintenance coverage:

Shelby Co SO

<i>Product</i>	<i>Site Id#</i>
CAD	PSA810700_(CAD)

HARDWARE AND SOFTWARE COMPONENTS:

Qty	PRODUCT
<i>Printrak Software Applications</i>	
12	PremierCAD Client for NT v 1.1.1.8
12	AWW v 3.1.6
12	ATM v 5.3
<i>External Interfaces</i>	
1	Radio Ericsson 800 Trunked Radio Interface
1	MDC MCT Interface (Cerulean)
<i>Triple Screen, CAD Workstations</i>	
12	Compaq Desk Pro
12	Tandem Keyboard 16Fkey

ADDED: CAD Upgrade from Sales Contract 8580

Qty	PRODUCT	VERSION/LICENSE #
	Premier CAD	upgraded to v 6.6.8
1	Premier UDT	4.0.14
1	OpenQuery Server	2.8
12	OpenQuery Client	2.8
12	SQL 2000 for Workstations	
12	Windows2000 for Workstations	
	AWW	3.2.2
	GPS Netclock	
1	E9-1-1 Interface	
1	BI Starter Query Admin/User (5 Pack)	P408399-005

ADDED

<i>Product</i>	<i>Description</i>
Geofile	Geofile Maintenance Work

Exhibit B
SUPPORT PLAN

MAINTENANCE AND SUPPORT AGREEMENT NO. **001631-000**

CUSTOMER: **Shelby County Sheriff's Office**

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. Services Provided. The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time. Because of the urgency involved, Seller will make every reasonable effort to provide a temporary or work around solution. When a permanent solution is developed and certified through testing, it will be incorporated in to the applicable Supplemental and or Standard Release.

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.	Telephone conference within 1 hour of initial voice notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features.	Telephone conference within 3 Standard Business Hours of initial voice notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features.	Telephone conference within 6 Standard Business Hours of initial notification
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.	Telephone conference within 2 Standard Business Days of initial notification
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management. This level is meant to represent recommendations for product enhancements or modifications.	Determined by Seller's Product Management.

1.1 Reporting a Problem. Customer will assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call incoming center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 Seller Response. Seller will use best efforts to provide Customer with a resolution for Severity 1 and Severity 2 issues within a reasonable time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within a reasonable time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software.

1.3 Error Correction Status Report. Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

2. Customer Responsibility.

2.1 Customer is responsible for running any installed anti-virus software.

2.2 Operating System ("OS") Upgrades. Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer will contact Seller to verify that a given OS upgrade is appropriate.

3. Seller Responsibility.

3.1 Anti-virus software. At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 Customer Notifications. Seller will provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 Account Reviews. Seller will provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 Remote Installation. At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller will decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Decision Support System ("DSS") Products. *(Applies to Motorola's PremierCAD Software only).* The CAD DSS products are supported on a consultative basis only with annual consultation hours not to exceed eight (8) hours. Any additional consultation will be invoiced on a time and material basis at Seller's then current rates for professional services.

5. Compliance to Local, County, State and/or Federal Mandated Changes. *(Applies to Software and interfaces to those Products)* Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, NCIC and state interfaces are part of the covered Services.

6. Annual System Performance Review and Report. Seller will prepare the following reports to include:

6.1 *(Applies to PremierCAD Software only)*

- | | | |
|--------------------------|--------------|--|
| (a) System Analysis | MEASURE: | Evaluate disk and CPU load |
| | PEEK: | Evaluate memory availability and use |
| | VIEWSYS: | Evaluate use and availability of PCBs |
| | EMSA/TMDS: | Review logs for hardware reports |
| | File Sizing | Review file sizing on changeable files |
| (b) Pathway Analysis | | Evaluate effectiveness of system configuration for current load |
| | | Evaluate TCP/Server statistics |
| | | Evaluate efficiency of server class maximum and minimum settings |
| (c) Performance Analysis | TMX Timings: | Evaluate application response times |

6.2 *(Applies to Motorola® Computer Aided Dispatch Software installed on Stratus ftServer only)*

Update Equipment drivers
Upload Equipment patches, hot fixes and firmware
Evaluate effectiveness of System configuration for current load based upon overall CPU Utilization

6.3 Based on the Annual System Performance Review and Reports, Seller's Technical Support Analyst will review findings and recommend software or hardware changes to improve overall operations.

(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance and Support Agreement; or (b) CAD HP NonStop S-Series hardware in addition to the Seller CAD Software.)

7. On-site Product Technical Support Services. Seller will furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

7.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

7.2 At Customer's request, Seller will provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller will extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support will be invoiced on a time and material basis at Seller's then current rates for professional services.

2.7 Geofile Maintenance

Geofile Maintenance assists the Customer with GIS data and CAD geofile upkeep. Geofile Maintenance is provided by the same experienced staff that accomplishes complete geofile builds.

Features of Geofile Maintenance

- ❖ Addition and correction of streets, common places, and service boundaries
- ❖ Monthly routing of geofile corrections to the Customer's CAD systems
- ❖ Monthly generation of ATM maps
- ❖ Monthly report provided to the Customer detailing GIS data changes

Benefits of Geofile Maintenance

- ❖ An updated geofile promotes optimal CAD and ATM system performance
- ❖ Eliminates the continual mapping education process
- ❖ Meets the needs of growing municipalities who cannot devote full-time resources to geofile maintenance

2.7.1 Geofile Maintenance Assumptions

- ❖ The Geofile Maintenance contract commences when the final geofile is completed; the contract is valid for one (1) year.
- ❖ The Customer must supply acceptable hardcopy and/or digital source maps a minimum of 10 days prior to monthly commencement of GIS data updates. The source maps must not have any copyright restrictions, and can be utilized by Motorola as an authoritative source that requires no additional verification.
- ❖ Motorola makes no claims to the geometric accuracy of any streets or features added as part of the Geofile Maintenance option.

2.7.2 Update Street Centerlines

On a monthly basis, Motorola will update up to 300 street segments in the GIS data. The street modifications include street additions, deletions and attributes changes. New streets must be submitted on hardcopy and/or digital maps depicting the geographic location along with the street name and address (see the Source Maps appendix for an acceptable source map example). Motorola will also accept street attribute changes in a text file or hardcopy list where the former attributes and new attributes are clearly represented.

2.7.2.1 Motorola Responsibilities

- a) Accomplish street segment modifications based on Customer -supplied source maps.
- b) Check the GIS street modifications, from a CAD perspective.
- c) Run automated assign processes to assign the new and modified streets and intersections to the existing boundaries.

2.7.2.2 Customer Responsibilities

- a) On a monthly basis, supply Motorola with source maps that clearly depict the street changes.
- b) Answer questions and resolve any resource discrepancies that may arise during the street modification process.
- c) If provided by Motorola, review street discrepancies and provide resolution for the next update cycle.

2.7.2.3 Completion Criteria

This task is considered complete after each monthly update cycle.

2.7.3 Update Boundaries

On a monthly basis, Motorola will modify up to 65 boundaries in the GIS data.

Modifications include additions, deletions and attribute modifications of map layers categorized as boundaries (i.e., City, Police Fire, EMS, etc.). If a geographic or name change is made to a boundary, the streets, common places and intersections will be assigned to the new boundary name. The Customer must submit boundary shape modifications and additions on hardcopy maps clearly depicting the change. Attribute changes, such as the name, agency, response or message code, may be submitted in a file or a list clearly defining the former attribute along with the new attribute.

2.7.3.1 Motorola Responsibilities

- a) Accomplish boundary modifications based on Customer-supplied source maps.
- b) Run automated assign processes to assign the streets, intersections and common places to the revised and new boundaries.
- c) If necessary, submit to the Customer a list of boundary discrepancies that require clarification.

2.7.3.2 Customer Responsibilities

- a) Supply Motorola with source maps that clearly depict the boundary changes.
- b) Answer questions and resolve any resource discrepancies that may arise during the boundary update process.
- c) If provided by Motorola, review boundary discrepancies and provide resolution for the next update cycle.

2.7.3.3 Completion Criteria

This task is considered complete after each monthly update cycle.

2.7.4 Update Common Places

On a monthly basis, Motorola will modify up to 300 common places in the GIS data. Modifications include common place additions, deletions, and attribute changes. The Customer must submit new and changed common places on hardcopy maps that clearly depict the name, address and city location. New common places will also be accepted in a flat ASCII, left justified text file or hardcopy list containing the common place name, address and city code. Changed common places may be submitted on hardcopy maps clearly depicting the change or in a file or a list containing the old name, address, and city code along with the new name, address, and city code. New common places presented in a file will be compared to the street centerlines in order to assign a coordinate to the common place. Common places that do not match a street address will be returned to the Customer for clarification.

2.7.4.1 Motorola Responsibilities

- a) Accomplish common place modifications based on Customer-supplied source maps.
- b) Run automated assign processes to assign new or modified common places to boundaries.
- c) If required, submit to the Customer a list of common place discrepancies that require clarification.

2.7.4.2 Customer Responsibilities

- a) Submit the source maps that clearly depict the common place modifications.
- b) If provided by Motorola, review common place discrepancies and provide resolution for the next update cycle.
- c) Answer questions and resolve any resource discrepancies that may arise during the common place update process.

2.7.4.3 Completion Criteria

This task is considered complete after each monthly update cycle.

2.7.5 Coordinate Monthly CAD Updates

Motorola will coordinate monthly updates to the Customer's CAD system with the Customer's Geofile System Administrator. Motorola will initiate the required MGU processes and either send or transfer the updated geofile to the Customer using an expand link, RAS, or CD-ROM media. Updates are coordinated

with the Customer. Once updates are applied to the CAD system, the Customer is responsible for updating the appropriate CAD parameter files based on the geofile changes. For instance, if a new law dispatch zone is added to the GIS data, an entry must be made in the CAD Plan File containing the associated team, area, and district information. The updates to the CAD Plan File are accomplished by the Customer. Once the geofile changes are applied to the CAD system, Motorola will review the status reports generated during the CAD update.

2.7.5.1 Motorola Responsibilities

- a) Coordinate with the Customer's Geofile System Administrator applying the geofile data to CAD.
- b) Review the error log table and CAD status reports for any discrepancies identified during the MGU processes.
- c) Communicate service boundary changes and additions to the Customer's Geofile System Administrator.

2.7.5.2 Customer Responsibilities

- a) Accomplish required CAD Menu changes when new service boundaries are created.
- b) If necessary, coordinate CAD data transactions with appropriate personnel.

2.7.5.3 Completion Criteria

This task is considered complete after each monthly update cycle.

2.7.6 Update Advanced Tactical Maps

Each month, after the GIS data updates are accomplished, Motorola will regenerate the ATM maps and submit the new maps to the Customer. The Customer's Geofile System Administrator will distribute the updated ATM map files to each of the CAD/ATM workstations.

2.7.6.1 Motorola Responsibilities

- a) Generate updated ATM maps based on monthly Customer-supplied changes.
- b) If requested by the Customer, modify specified ATM map element styles, fonts, and colors.
- c) Supply updated ATM maps to the Customer after each update cycle.

2.7.6.2 Customer Responsibilities

- a) Load updated ATM maps on the ATM Configuration workstation.
- b) Distribute updated ATM maps to the CAD/ATM workstations using the automated ATM map distribution feature.

2.7.6.3 Completion Criteria

This task is considered complete after each monthly update cycle.

2.7.7 Create Monthly Report

After each monthly update cycle, Motorola will compile a report summarizing the GIS data changes and submit the report to the Customer.

2.7.7.1 Motorola Responsibilities

- a) Generate the monthly report detailing data changes.
- b) Send the monthly report to the Customer.
- c) Review with the Customer any questions that may arise based on the monthly report review.

2.7.7.2 Completion Criteria

This task is considered complete after each monthly update cycle.

Exhibit C
SUPPORT PLAN OPTIONS AND PRICING WORKSHEET

Maintenance and Support Agreement # 001631-000

Date May 17, 2008

New Term Effective Start 7/1/08

End 6/30/09

CUSTOMER: **Shelby County Sheriff's Office**
Address: 201 Poplar Avenue, Room 902
CITY, STATE, ZIP CODE: Memphis, TN 38103
CONTACT NAME: **Wink Downen**
CONTACT TITLE: CIO
TELEPHONE: (901)508-1949
FAX: (901)545-4889
Email: wink.downen@shelby-sheriff.org

BILLING AGENCY: **Shelby County Sheriff's Office**
Address: 201 Poplar Avenue, Room 902
CITY, STATE, ZIP CODE: Memphis, TN 38103
CONTACT NAME: **Accounts Payable**
CONTACT TITLE:
TELEPHONE:
FAX:
Email:

For support on products below, please contact Customer Support at (800) 323-9949 Option 2, Option 6, then select the from the correct product prompts.

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> PremierCAD™ | <input type="checkbox"/> Motorola® Computer Aided Dispatch | <input type="checkbox"/> CAD HP NonStop™Series hardware |
| <input type="checkbox"/> RMS Infotrak™ | <input type="checkbox"/> Offendertrak™ | <input type="checkbox"/> Imagetak™ |
| <input type="checkbox"/> NetRMS | <input type="checkbox"/> CRIS – Predecessor to NetRMS | <input type="checkbox"/> Cruiser – FBR Replacement |
| <input type="checkbox"/> Customer Service Request System | <input type="checkbox"/> Case Management System | <input type="checkbox"/> License Permitting System |
| <input type="checkbox"/> Enhancements to Products | <input type="checkbox"/> Custom Software | <input type="checkbox"/> Integration Framework |
| <input type="checkbox"/> Premier MDC™ | <input type="checkbox"/> TxMessenger™ | <input type="checkbox"/> AirMobile™ |

CAD SOFTWARE SUPPORT

☒ **GOLD**

- ◆ 24 hours a day, 7 days a week PPM
- ◆ Supplemental Releases
- ◆ Standard Releases
- ◆ Technical Support Services
- ◆ **Original CAD SW**
- ◆ **Added: CAD Upgrade from SC# 8580**
- ◆ **Added: Open Text BI SW from SC# 8580**

ANNUAL FEE

\$ 104,391.00
\$ 2,265.00
\$ 1,384.00

GEOFILE MAINTENANCE WORK

☒ **GOLD – Shelby SO**

- ◆ 24 hours a day, 7 days a week PPM
- ◆ Technical Support Services

\$ 60,000.00

SUPPORT TOTAL \$ 168,040.00

OTHER AVAILABLE OPTIONS

- ☒ Users Conference Attendance
(\$2,650 per Attendee)

Year 2009

Number Attendees Requested 2

ANNUAL FEE

\$ 5,300

- Registration fee
- Roundtrip travel for event (booked by Motorola)
- Hotel accommodations (booked by Motorola)
- Rental car (booked by Motorola)
- Daily meal allowance (determined by Motorola guidelines)

- ☐ Consulting Services - 8 Hour Blocks (plus travel fees)

\$ _____

- ☐ Other:

\$ _____

OTHER OPTIONS TOTAL \$ _____

Prepared by: Tanya Mansell, 714-238-2057, tanyamansell@motorola.com

FULL TERM FEE GRAND TOTAL * \$ 173,340.00

** Exclusive of taxes if applicable*

Exhibit D
CURRENT BILLABLE RATES

MAINTENANCE AND SUPPORT AGREEMENT NO. 001631-000

CUSTOMER: Shelby County Sheriff's Office

The following are Motorola's current billable rates, subject to an annual change.

The following rates apply to Customers with a current, active Maintenance and Support Agreement. Billable rates apply to services provided outside of the PPM.

SERVICE HOURS	LABOR RATES
8 a.m.-5 p.m. M-F (local time)	\$186 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$279 per hour, 2 hours minimum

The following rates apply to Customers without a current, active Maintenance and Support Agreement.

SERVICE HOURS	LABOR RATES
8 a.m.-5 p.m. M-F (local time)	\$372 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$558 per hour, 2 hours minimum

Note: Above rates reflect labor rate only. Additional fees for on-site travel expenses, third party expenses and/or materials will be quoted at the time of customer request for services.